

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

FILED  
02 JAN 22 AM 11:50

IN RE:

Marr Moving & Storage, Inc.,  
Debtor.

Case No.: 01-6155-W

Chapter 11

DISTRICT OF SOUTH CAROLINA

WDT  
AT

TO: ALL CREDITORS AND PARTIES IN INTEREST:

NOTICE AND APPLICATION FOR SALE OF PROPERTY FREE

AND CLEAR OF LIENS

YOU ARE HEREBY NOTIFIED that (the Debtor or Trustee, as applicable) is applying to sell the property of the Debtor's estate described below free and clear of all liens and encumbrances according to the terms and conditions stated below.

TAKE FUTURE NOTICE that any response, return and/or objection to this Application, should be filed with the Clerk of the Bankruptcy Court no later than fifteen (15) days from service of Motion/Application and a copy simultaneously served on all parties in interest.

TAKE FURTHER NOTICE that a hearing will be held on this Application on February 12, 2002, at 10:30 A.M., at the United States Bankruptcy Court, 1100 Laurel Street, Columbia, South Carolina. No further Notice of this hearing will be given.

TYPE OF SALE: Private

PROPERTY TO BE SOLD:(specific legal description, includes identification numbers on all property where obtainable, vehicle ID numbers, serial numbers, tax ID numbers, lot and block number, street address, including zip code, county, acreage, etc...)

See attached Exhibit "A." Also, George Rollins as President and sole shareholder of the debts, will be paid Ten Thousand and no/100 (\$10,000.00) Dollars for office furniture owned by him, and Ten Thousand and no/100 (\$10,000.00) Dollars for a non-compete agreement. See Exhibit "B" for other conditions relating to the sale.

PRICE:(gross sales price, terms of sale, or highest bid and with or without reserve if public auction) Sixty Thousand and no/100 (\$60,000.00) Dollars.

APPRAISAL VALUE:(state value and source of appraisal; if no formal appraisal, put the Trustee's estimated value) See Exhibit "A" for the appraisal value of certain vehicles. Appraisals made by Shaun Goodwin for BB&T. The other assets have not been appraised, and the sales price is based on a private offer.

BUYER: (full name, address, relationship to Debtor and interest in the case, if any, or state if public auction) Cardinal Moving & Storage, Inc., 1215 North 23<sup>rd</sup> Street, Wilmington, North Carolina, 28402—no relation to Debtor or Debtor's officers.

6/9/10

PLACE AND TIME OF SALE: (street address and mailing address, if different, time if public sale) To be determined after Court approval.

SALES AGENT/AUCTIONEER/BROKER: (name, mailing address, phone number to call with questions concerning this property or the sale) None.

COMPENSATION TO SALES AGENT/AUCTIONEER/BROKER/ETC.: (amount of commission, method of computation, and \$ cap placed on expenses, if applicable, for this sale) N/A

ESTIMATED TRUSTEE'S COMPENSATION: Reasonable compensation to be determined by the Court (but not to exceed the limits set in 11 U.S.C. Section 326(a)). N/A

LIENS/MORTGAGES/SECURITY INTERESTS ENCUMBERING PROPERTY: (name of each lienholder, lien position, estimated amount due, whether lienholder consents to sale, whether lien attaches to proceeds of sale or whether lien is to be satisfied upon sale) See Exhibit "A" for lienholders. Consent has not been obtained. The liens will attach to the proceeds.

DEBTOR'S EXEMPTION: (amount type or not applicable) N/A

PROCEEDS ESTIMATED TO BE PAID TO ESTATE: (net to estate after costs of sale, including all commissions and expenses, and payment of liens encumbering property) None. The estate will benefit by reduction of debt to be paid through the Plan.

Applicant is informed and believes that it would be in the best interest of the estate to sell said property by private sale. Applicant also believes that the funds to be recovered for the estate from the sale of said property justify its sale and the filing of this application.

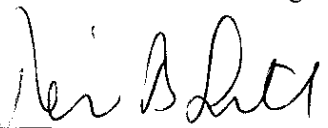
The Court may consider additional offers at any hearing held on this Notice and Application for Sale. The Court may order at any hearing that the property be sold to another party on equivalent or more favorable terms.

The Trustee or Debtor in Possession, as applicable, may seek appropriate sanctions or other similar relief against any party filing a spurious objection to this Notice and Application.

WHEREFORE, applicant requests the Court issue an Order authorizing sale of said property and such other and further relief as may be proper.

Date:

January 22, 2006

  
\_\_\_\_\_  
Signature of Applicant

*attorney for debtor*  
Reid B. Smith

District ID No.: 4200

1620-B Lady Street

Columbia, South Carolina 29201

(803) 779-2255

NOV-6-2001 04:54P FROM: 10-18037707104 P.2/2

November 06, 2001

Mr. George E. Rollins  
Marr Moving & Storage Company, Inc.  
Dbc Columbia North American Van & Storage  
2708 Shop Road Ext.  
Columbia, SC 29209

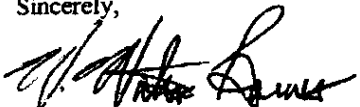
Dear Skip:

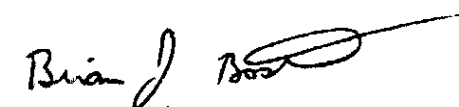
As we have discussed, Cardinal Moving & Storage, Inc. is interested in entering into negotiations to purchase the assets of your company.

The assets mentioned above would include all rolling stock (vehicles, straight trucks, tractors, and trailers ) now owned by Marr Moving & Storage Company, Inc. dba Columbia North American, as well as all warehouse equipment and crates, and all office furniture and equipment. Columbia North American would retain its cash and accounts receivable. The offering price for the assets we propose to purchase is SIXTY THOUSAND DOLLARS (\$60,000.00).

This offer would be subject to completion of our due diligence relative to these assets and contingent upon resolution of such matters as: negotiation of new lease terms on the Shop Road facility, agreements with Excel regarding the home delivery service, agreements with the computer packaging program, verification that Cardinal will be able to retain Columbia North American's current phone numbers, verification of the yellow page advertising being properly secured for the new 2002 phone book , agreement by North American corporate to allow Cardinal to operate in Columbia, S.C.,etc.

Sincerely,

  
W. Watson Barnes  
President  
Cardinal Moving & Storage, Inc.

  
Brian J. Bostick  
Vice President  
Cardinal Moving & Storage, Inc.

I agree to the terms of the proposed purchase of Columbia North American, **SUBJECT TO FINAL APPROVAL by the UNITED STATES BANKRUPTCY COURT FOR the DISTRICT OF SOUTH CAROLINA,**

  
George E. Rollins  
President  
Marr Moving & Storage Company, Inc.

EXHIBIT A

14) 1994 Int. Truck \$4,500.00  
83466

— —

SCDR \$40,790.48  
IRS \$161,895.00

15) 1997 GMC Cargo \$3,000.00  
Van-73558

— —

SCDR \$40,790.48  
IRS \$161,895.00

16) 1994 Mitsubishi \$5,000.00  
Truck-03456

— —

SCDR \$40,790.48  
IRS \$161,895.00

EXHIBIT A

Asset	Value (based on private offer)	Value (BB&T appraisal)	Lien Holder	Debt
1) 1972 Kentucky Trailer-42254	\$500.00	\$1,450.00	BB&T	\$178,902.29
2) 1986 FRHT Trailer 273499	\$1,500.00	\$1,750.00	BB&T	\$178,902.29
3) 1985 Int. Truck 32774	\$3,000.00	\$4,800.00	BB&T	\$178,902.29
4) 1979 I.H. Van 18907	\$500.00	\$2,100.00	BB&T	\$178,902.29
5) 1985 Int. Truck 18233	\$2,500.00	\$3,250.00	BB&T	\$178,902.29
6) 1982 Int. Truck 11046	\$2,000.00	\$2,600.00	BB&T	\$178,902.29
7) 1991 Int. Truck 28883	\$3,000.00	\$4,750.00	BB&T	\$178,902.29
8) 1992 Int. Truck 48021	\$		BB&T	\$178,902.29
9) 1978 Kentucky Trailer-55851	\$750.00	\$2,400.00	BB&T	\$178,902.29
10) 1976 Kentucky Trailer-55278	\$750.00	\$2,400.00	BB&T	\$178,902.29
11) Furnishings & Equipment (including Spider Crane)	\$26,500.00	— —	BB&T	\$178,902.29
12) 1984 Kentucky Trailer-79721	\$2,000.00	— —	SCDR IRS	\$40,790.48 \$161,895.00
13) 1994 Int. Truck 83466	\$4,500.00	— —	SCDR IRS	\$40,790.48 \$161,895.00

**EXHIBIT "A"**

northAmerican  
VAN LINES**CARDINAL MOVING & STORAGE, Inc.**

1215 N. 23rd Street, P.O. Box 419

WILMINGTON, NC 28402

TELEPHONE (910) 762-6661

December 28, 2001

Mr. George Rollins  
Marr Moving & Storage, Inc. d/b/a Columbia North American Van & Storage Company  
2708 Shop Road Extension  
PO Box 9292  
Columbia, SC 29290

Dear George:

As a condition of our agreement to purchase the assets of your companies set out in our letter dated November 6, 2001, Cardinal Moving & Storage, Inc., George Rollins, and Marr Moving & Storage, Inc. d/b/a Columbia North American Van & Storage Company agree to the following:

1. George Rollins, either individually or through any other entity to which he is affiliated, agrees not to compete with Cardinal Moving & Storage, Inc. for this business in the South Carolina market for a period of two (2) years. As consideration for this agreement, Cardinal Moving & Storage, Inc. will pay George Rollins the amount of Ten Thousand Dollars (\$10,000.00). This amount will be paid at the time of the closing of the asset purchase and shall be paid only upon receipt of appropriate and acceptable acknowledgements and authorizations by bankruptcy court authorities.
2. The executive office furniture owned by George Rollins and now located at 2708 Shop Road Extension in Columbia will be purchased by Cardinal Moving & Storage, Inc. for the sum of Ten Thousand Dollars (\$10,000.00). This amount will be paid at the time of the closing of the asset purchase and shall be paid only upon receipt of appropriate and acceptable acknowledgements and authorizations by bankruptcy court authorities.
3. All Storage-in-Transit, local storage, the EMC account, and the home delivery accounts will be retained at 2708 Shop Road and operated by Marr Moving & Storage in good faith between the date of this agreement and the closing of the asset purchase.
4. North American Van Lines must agree to allow Cardinal Moving & Storage, Inc. to utilize Marr/Columbia's Yellow Page advertising through 12/31/02 at a cost of \$1,800. It will be Cardinal's responsibility to obtain this authorization.
5. Dave Ballard, Daune, and Lori will be retained on Marr's payroll as employees of Marr until the time of the closing of the asset purchase.
6. Cardinal will provide hauling and delivery services for the home delivery accounts and will bill these accounts accordingly for this service. Marr will be entitled to 30% of the hauling and delivery fees generated.
7. Telephone service (using the current phone numbers), as well as all other utilities will be maintained and accounts kept current until the time of the closing of the asset purchase at which time they will be transferred into the name of Cardinal Moving & Storage, Inc.
8. Marr's current landlord for the Shop Road facility must agree to allow Cardinal to stay in the current facility at the current rental rate or less through 3/31/02.
9. Cardinal shall handle all deliveries of items in storage and shall retain 100% of the revenues generated from said services until the time of the closing of the asset purchase.
10. Cardinal will pay Rollins Moving & Storage \$1,700.00 for the phone system located at Shop Road.

AGENT FOR northAmerican VAN LINES

Exhibit B